

1 WRIGHT, FINLAY & ZAK, LLP

2 Dana Jonathon Nitz, Esq.

3 Nevada Bar No. 0050

4 Paterno C. Jurani, Esq.

5 Nevada Bar No. 8136

6 7785 W. Sahara Ave., Suite 200

7 Las Vegas, NV 89117

8 Telephone (702) 475-7964

9 Fax (702) 946-1345

10 pjurani@wrightlegal.net

11 *Attorneys for Plaintiff, Wilmington Trust, National Association, not in its Individual Capacity*
12 *but as Trustee of ARLP Securitization Trust, Series 2014-1*

13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 WILMINGTON TRUST, NATIONAL
16 ASSOCIATION, NOT IN ITS INDIVIDUAL
17 CAPACITY BUT AS TRUSTEE OF ARLP
18 SECURITIZATION TRUST, SERIES 2014-1,

19 Plaintiff,

20 vs.

21 SUMMERHILLS OWNERS' ASSOCIATION,
22 a Nevada non-profit corporation; NEVADA
23 ASSOCIATION SERVICES, INC.,

24 Defendants.

Case No.: 2:17-cv-02440-JAD-CWH

25 **AMENDED**
26 **STIPULATION AND ORDER TO**
27 **DISMISS DEFENDANT**
28 **SUMMERHILLS OWNERS'**
ASSOCIATION WITHOUT
PREJUDICE

ECF No. 14

29 Plaintiff, Wilmington Trust, National Association, not in its Individual Capacity but as
30 Trustee of ARLP Securitization Trust, Series 2014-1 (hereinafter "Wilmington Trust"), and
31 Defendant, Summerhills Owners' Association (hereinafter the "HOA"), by and through their
32 respective counsel of record, hereby stipulate and agree as follows:

33 WHEREAS Wilmington Trust filed its Complaint on September 18, 2017, alleging
34 causes of action against the HOA in connection with the HOA Sale and the Property [ECF No.
35 1];

36 WHEREAS the HOA filed its Answer to Complaint on December 21, 2017 [ECF No.
37 6];

1 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the HOA
2 shall be dismissed **without prejudice**;

3 IT IS FURTHER STIPULATED AND AGREED that nothing in this stipulation and
4 order should be construed as intended to benefit any other party not identified as the parties
5 hereto;

6 IT IS FURTHER STIPULATED AND AGREED that nothing in this stipulation and
7 order is intended to be, or will be, construed as an admission of the claims or defenses of the
8 parties;

9 IT IS FURTHER STIPULATED AND AGREED that each side will bear its own
10 attorney's fees and costs through the date of entry of the Court's Order granting this Stipulation.

11 IT IS SO STIPULATED AND AGREED.

12 DATED this 28th day of May, 2019.

DATED the 28th day of May, 2019.

13 WRIGHT, FINLAY & ZAK, LLP

BOYACK ORME & ANTHONY

14 /s/ Paterno C. Jurani, Esq.

/s/ Michael VanLuven, Esq.

15 Dana Jonathon Nitz, Esq.

Edward D. Boyack, Esq.

16 Nevada Bar No. 0050

Nevada Bar No. 5229

17 Paterno C. Jurani, Esq.

Michael VanLuven, Esq.

18 Nevada Bar No. 8136

Nevada Bar No. 13975

7785 West Sahara Avenue, Suite 200

7432 West Sahara Avenue, Suite 101

19 Las Vegas, Nevada 89117

Las Vegas, Nevada 89117

*Attorneys for Plaintiff, Wilmington Trust,
National Association, not in its*

*Attorneys for Defendant, Summerhills Owners'
Association*

20 *Individual Capacity but as Trustee of
ARLP Securitization Trust, Series 2014-1*

21
22 **ORDER**

23 Based on the parties' stipulation [ECF No. 14] and good cause appearing, IT IS
24 HEREBY ORDERED that **the claims against the Summerhills Owners' Association ARE**
25 **DISMISSED without prejudice**, each side to bear its own fees and costs. This dismissal leaves
26 only claims against non-appearing defendant Nevada Association Services (NAS). **Plaintiff**
27 **has until June 18, 2019, to either (1) dismiss its claims against NAS or (2) obtain a clerk's**
28 **default and file a motion for default judgment** against NAS, or the claims against NAS will
be deemed abandoned and dismissed, and this case will be closed without further notice.

U.S. District Judge Jennifer A. Dorsey
Dated: May 28, 2019